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Collective Bargaining Agreements

3-7-1965

Philadelphia Food Store Employers Labor Council Locals 1349, 1357, 1358, 1360, 1361, 1371, 1395

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Philadelphia Food Store Employers Labor Council Locals 1349, 1357, 1358, 1360, 1361, 1371, 1395

Location

Philadelphia, PA

Effective Date

3-7-1965

Expiration Date

7-8-1967

Number of Workers

5485

Employer

American Stores Company; Great Atlantic & Pacific Tea Co., Inc; Food Fair Stores, Inc.

Union

Local Union

Union Local

1349, 1357, 1358, 1360, 1361, 1371, 1393

NAICS

44

Sector

P

Item ID

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Comments

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WORKING AGREEMENT

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by and between

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ACME MARKETS, INC.,
FOOD FAIR STORES, INC. and
THE GREAT ATLANTIC & PACIFIC
TEA COMPANY, INC.

and the

RETAIL CLERKS
INTERNATIONAL
ASSOCIATION



Affiliated with AFL-CIO by its agents

Locals No. 1349, 1357, 1358,
1360, 1361, 1371 and 1393

AGREEMENT

THIS AGREEMENT made and entered into this 8th day of April, 1965, between ACME MARKETS, INC., FOOD FAIR STORES, INC., and THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. (hereinafter referred to as "Employer"), participating members of PHILADELPHIA FOOD STORE EMPLOYERS' LABOR COUNCIL (hereinafter referred to as "Employers Council"), and LOCAL UNIONS NOS. 1349, 1357, 1358, 1360, 1361, 1371, and 1393 (hereinafter referred to collectively as "Union"), chartered by RETAIL CLERKS INTERNATIONAL ASSOCIATION, affiliated with AFL-CIO.

WITNESSETH:

ARTICLE I

Purpose

Employer actively participated in joint industry-wide negotiations through their authorized negotiating representative, Employers Council, with Union, which negotiations have resulted in this labor agreement establishing mutually satisfactory conditions of employment, as more particularly hereinafter set forth.

ARTICLE II

Recognition

Employer recognizes Union as the exclusive representative of all employees except meat, delicatessen, sea food employees, store managers (excluding Asco Service Store Managers), and supervisors, in all markets and stores located in the territories set forth in Schedule "A" attached hereto and made a part hereof.

ARTICLE III

Jurisdiction

All work and services connected with or incidental to the handling or selling of merchandise offered for sale to the public in the Employer's retail establishments covered by

this Agreement shall be performed only by employees within the unit referred to above, for which the Union is recognized as the collective bargaining agency by the Employer.

ARTICLE IV

Union Shop

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, or date of execution, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, or date of execution, whichever is later, shall, on the thirty-first (31st) calendar day following the beginning of such employment, become and remain members in good standing in the Union. (All to be enforced and applied in accordance with the provisions of Section 8 (A) 3 of the National Labor Relations Act as amended.)

2. Employer agrees to discharge any employee for non-payment of dues and/or initiation fees, upon seven (7) days written notice from the Union to do so.

3. If and when the Labor-Management Relations Act of 1947 is repealed, revised, changed or modified, insofar as it relates to union security, Employer and Union agree to renegotiate the union security mentioned herein only.

4. a. The Employer shall check off regular Union dues upon presentation to it of a lawful checkoff authorization executed by the employee. The Union shall certify to the Employer the amount of regular Union dues to be deducted pursuant to the checkoff authorization.

b. Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues made pursuant to the provisions of this Agreement.

5. All dues shall be remitted to the Union by check within ten (10) days of deduction. A list of all employees for whom deductions have been made, indicating the amount deducted from each, shall accompany the check.

ARTICLE V

Union Activities

1. There shall be no discrimination against any employee because of Union membership or activities. It is agreed that Union duties and activities will not be carried on during hours of work. This shall not prevent the Union officials from entering stores to satisfy themselves that this Agreement is being observed.

2. It is further agreed that complaints and grievances will be discussed with officials of the Employer and that such matters will not be discussed by the Union with store employees during hours of work, except where an alleged violation of this Agreement is in question.

3. Bulletin boards in the Employer's stores may be used by the Union provided any notices posted thereon are first approved by the Employer's Personnel Department. This requirement shall not apply to union meeting notices which contain only time, place and date of meeting.

ARTICLE VI

Seniority

1. Seniority lists shall be established in accordance with this Agreement.

2. Seniority shall be calculated by continuous service from the last employment date with Employer. Employees laid off and subsequently rehired by the Employer within six (6) months from the layoff date shall retain their former seniority regardless of any change in their places of employment.

3. Employees absent on account of ill health shall retain their seniority for a period of eighteen (18) months from the date of absence.

4. An employee returning from military service shall be

put back on the regular job he had, or its equivalent, when leaving for military service, (provided he applies for work within the required period under Selective Service and Training Act requirements) but because on-the-job experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify such an employee for automatic promotion within the rate range, but same shall be based on payroll service only.

ARTICLE VII

Layoffs, Promotions, Demotions, Rehiring and Transfers

1. In the promotion, demotion, layoff, rehiring and transferring from one type of work to another, or from one location to another, the qualifications of the employees shall be considered in conjunction with seniority standing.

2. A survey of potentially promotable employees will be made by the Employer once every three (3) months. The Employer will make available an opportunity for employees in each store to indicate their desire for advancement.

3. Part time employees will be placed in full time jobs in accordance with their seniority, but the qualifications of such employees shall be considered in conjunction therewith.

4. Part time employees who are promoted to full time assignments will receive one (1) month's full time credit for each two (2) months of part time service in determining their proper wage and vacation eligibility.

5. Where practicable, Employer shall endeavor to combine existing part time assignments within each store so as to provide the maximum part time employment per individual within the definition of part time employment; and further to create as many forty (40) hour full time positions as possible.

6. The Employer shall give one (1) week's notice to the Union of an intended layoff of only full time employees.

7. From the records of the Employer's personnel department, Employer will notify the Union once each week of all promotions, demotions, layoffs and permanent transfers occurring among the members of the Union during the previous week.

8. In the case of layoffs resulting from lack of work, the Employer agrees to recognize the seniority list based on Local Union jurisdiction.

ARTICLE VIII

Leaves of Absence Without Pay

1. Any member of the Union who is elected as a delegate or representative of the Union in any activity necessitating temporary absence from his or her employment shall be granted such leave of absence without pay upon adequate advance notice thereof to the Employer in writing.

2. Any member of the Union who is elected to a full time position with the Union necessitating lengthy absence from his employment shall be granted a leave of absence not exceeding his term of office without loss of seniority and at the end of such service in the business of the Union he shall be re-employed at his former wage rate, plus any increase or less any reduction that may have become effective during his absence providing such person is physically qualified.

3. Such leaves of absence may be renewed and extended for additional periods of office terms by mutual written consent and approval of both the Union and the Employer, subject to the conditions set forth in paragraph 2 above.

4. Maternity leave of absence without pay may be granted for a period not to exceed three (3) months after the date of birth or miscarriage providing employee has had one (1) year or more of continuous service.

ARTICLE IX

Leaves of Absence With Pay

1. All employees actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty except such jury duty fee which they receive while serving on their normally scheduled day off. They will be expected to work when the jury is not in session, but under no circumstances shall the application of this

clause result in a change in the employee's basic weekly pay or his normal weekly schedule.

2. Funeral leave shall be granted in the case of a death in the immediate family (defined as: The death of a parent, spouse, child, brother, sister, mother-in-law or father-in-law) of a full time employee requiring the employee's absence from his or her regularly scheduled assignments. The employee shall be granted time off of up to three (3) days, not counting Sunday or the employee's scheduled day off. Under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay.

ARTICLE X

Grievance and Arbitration Procedure

A. All grievances or disputes arising during the term of this Agreement concerning the interpretation or application of the provisions of this Agreement shall be handled in the manner hereinafter set forth.

Step One: All such grievances or disputes must be brought to the attention of the other party within two (2) weeks after the occurrence.

Step Two: Should the Employer and the Union fail to settle such grievance or dispute arising out of the interpretation or application of the provisions of this Agreement, either party may file its grievance, in writing, with the Joint Committee referred to hereinafter (a "party" is defined as an Employer or Union but does not include individual employees).

B. The Union and the Employers' Council which are signatories to the Agreement shall establish for the duration of this Agreement a Joint Committee known as the "Retail Clerks—Philadelphia Food Store Employers' Labor Council Joint Committee" (hereinafter referred to as the "Joint Committee").

A panel of the Joint Committee shall be established to hear each such grievance or dispute brought before it.

The panel shall consist of two (2) representatives of the Employers' Council and two (2) representatives of District Council No. 11. None of the representatives shall be parties

to the dispute before the Joint Committee. The representatives from either party shall be from different companies and different Locals.

It shall be the function of the Joint Committee, or a panel thereof, to settle such grievances and disputes which cannot be settled in accordance with Paragraph A of this Section. The Joint Committee shall meet regularly, but, in any case, shall meet not less frequently than monthly should cases involving such grievances or disputes be pending, and shall formulate rules of procedure to govern the conduct of its proceedings. All meetings of the Joint Committee must be attended by each member of such Joint Committee, or an alternate. The absence of any member or alternate shall not invalidate the action of the Joint Committee or a panel thereof. A decision by a majority of those present and voting of the panel of the Joint Committee shall be final and binding on the parties and employees involved.

The Joint Committee shall have the right to investigate all facts pertaining to such grievance or dispute. Both parties shall be entitled to present such evidence and witnesses in support of their positions as they see fit.

C. If any such grievance or dispute cannot be decided by a majority of the panel of the Joint Committee, then the unsettled matter may be submitted to an Impartial Arbitrator by either party (a "party" is defined as an Employer or Union but does not include individual employees) after that party gives five (5) calendar days' written notice to the other party to such grievance or dispute. If the parties cannot agree upon the selection of an Impartial Arbitrator within five (5) calendar days thereafter, or such additional time as may be mutually agreed upon, then such selection shall be referred to the American Arbitration Association, and the American Arbitration Association shall handle the unsettled grievance or dispute in accordance with its Rules. However, the Impartial Arbitrator shall render his decision, in writing, within thirty (30) days of the close of the hearing, unless such time is extended by mutual consent of the parties to such grievance or dispute.

The arbitrator shall not have the authority to amend, modify or in any manner change this Agreement or establish any terms and conditions under this Agreement. The cost of the Arbitrator shall be shared equally by the parties.

The decision of the Arbitrator shall be final and binding on the parties and employees involved.

Either party may raise the issue of arbitrability concerning an alleged grievance or dispute exclusively before the Joint Committee and/or the Impartial Arbitrator. At the election of the party raising the issue of arbitrability, either the panel or the Arbitrator shall be required to hear and decide such issue first before proceeding to hear and decide the merits, but such procedure does not contemplate the scheduling of separate hearings before different panels or Arbitrators.

D. In the event either party refuses to comply with a decision of the panel or a decision of the Impartial Arbitrator or refuses to submit the issue of arbitrability or, if the issue of arbitrability is resolved against the party raising it or if no issue of arbitrability is raised, refuses to submit the grievance or dispute to the panel or Impartial Arbitrator or institutes litigation to avoid submitting to the jurisdiction of the Joint Committee or Impartial Arbitrator, the other party, upon seven (7) days' written notice, shall have the right to invoke legal and/or economic recourse.

If either party fails to proceed as required by the grievance and arbitration machinery contained in this Article, the Joint Committee or the Arbitrator appointed by the American Arbitration Association shall be empowered to hear and decide the case, even if only one of the parties appears at the hearing or presents evidence.

The right of the Employer or the Union to seek legal recourse against action in breach of Article XXI without submission to the grievance and arbitration procedures of this Article is expressly recognized by the parties.

In the alternative, either party in the event of an alleged or asserted breach of Article XXI may institute expedited arbitration by telegram to American Arbitration Association and the other party, and American Arbitration Association shall designate the arbitrator within twenty-four (24) hours of receipt of telegram. The Arbitrator shall promptly hold the hearing but in no event later than twenty-four (24) hours after the receipt of notice. The award of the Arbitrator shall issue forthwith and in no event later than three (3) hours after conclusion of the hearing. The award of

the Arbitrator shall be in writing and may be issued without Opinion. If any party desires an Opinion, one shall be issued, but its issuance shall not delay compliance with the enforcement of the award. The Arbitrator may award injunctive relief and other appropriate relief. Failure of any party to attend arbitration hearing as scheduled and noticed by American Arbitration Association shall not delay arbitration and Arbitrator is authorized to proceed to take evidence as if such party was present. Enforcement of such an award by a Court of Law is not precluded by election of this alternative procedure.

The question of damages shall be exclusively for the Arbitrator and not for a Court of Law, except insofar as it may be a part of an award enforced by a Court.

It is agreed that this Article X shall exclusively define grievances or disputes which may be submitted to the grievance and arbitration machinery. Accordingly, this Article is expressly conditioned upon the deletion of paragraph 2 of Article XXI of the Agreement executed July 13, 1962.

E. This Article is the exclusive method of determining employee grievances or disputes concerning the interpretation or application of the provisions of this Agreement. No employee or former employee shall have any right under this contract of any claim, proceeding, action or otherwise on the basis or by reason of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution, or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

ARTICLE XI

Right of Discharge and Appeal

1. The Employer shall have the right to discharge any employee for good and sufficient cause. Any employee working for a competitor while on vacation or time off shall be considered terminated.

2. In the case of a discharge of any employee who has been in continuous service for more than thirty (30) days, such employee shall have the right to appeal to the Union within two (2) weeks after the date of discharge.

3. Upon such appeal, the Employer and the Union shall jointly investigate the reasons for such discharge and the justification therefor.

4. If the Union and the Employer cannot agree as to the justification for such discharge, then the matter shall be arbitrated in accordance with the provisions of Article X.

5. In the event that the discharge is found not to be justified, the employee may be reinstated and/or awarded back pay; and restoration of privileges and seniority.

ARTICLE XII

Wages

1. The wages effective during the term of this Agreement are set forth in Schedule "B" annexed hereto and made a part of this Agreement.

2. When any department manager or any employee in a higher rated job is absent from work for any reason other than his regularly scheduled day off, he or she shall be replaced by another full time employee. The employee relieving in these classifications shall receive the minimum contract rate for actual time relieving.

However, in the case of Food Fair Stores, Inc. when the grocery department manager relieves the store manager for more than three (3) days, the grocery department manager shall be replaced by another qualified employee and if he replaces for more than three (3) days, he shall receive grocery department contract wage scale from the first day of his replacement.

ARTICLE XIII

Hours and Overtime

1. a. The established work week of forty (40) hours work in five (5) of the six (6) working days shall constitute a work week, as particularly set forth in Schedule "B", attached hereto and made a part hereof.

b. Where the Employer deems it possible, he will try to apply the five (5) eight (8) hour day schedule for full time employees.

2. All work between 8:00 a.m. and 6:00 p.m. shall be at the straight time rate. In addition, work between 7:00 a.m. and 8:00 a.m. on Saturday, and work between 6:00 p.m. and 7:00 p.m. on Saturday after the store is closed for business for the purpose of closing out, shall be at the straight time rate within the forty (40) hour week.

3. The Employer may schedule any full time employees to work any one (1) night (except Saturday) to 10:00 p.m. at the straight time rate within the forty (40) hour work week when the store is open for business. A full time employee at his option may be scheduled to work any one (1) night to 10:00 p.m. at the straight time rate within the forty (40) hour work week when the store is closed for business (except Saturday).

4. The Employer may schedule part time employees to work at the straight time rate between 8:00 a.m. and the regular closing hours of the store, in addition to the 7:00 a.m. and 7:00 p.m. Saturday provisions set forth in paragraph 2 above.

5. Employees may be scheduled to work up to thirty (30) minutes after regular store closing hours within the forty (40) hour work week for full time employees and within the limit of hours for part time employees without being eligible for premium or overtime pay except as otherwise herein provided.

6. Work performed by full time employees before 8:00 a.m. and after 6:00 p.m., except as provided in paragraphs 2, 3, and 5 above, shall be at the overtime rate of time and one-half the employee's straight time hourly rate, except:

- a. Night crews regularly assigned shall receive a premium of six dollars (\$6.00) per week while so assigned.
- b. In addition to the premium specified in "a" above, the Man in Charge of Night Crew shall receive four dollars (\$4.00) per week. When Man in Charge of Night Crew is off for more than one (1) scheduled night in any given week, the employee replacing him shall receive one dollar (\$1.00) per night of actual replacement time up to a maximum additional premium of four dollars (\$4.00) for any one (1) week.
- c. Employees regularly assigned to start their day's work at least two (2) days every week before 8:00 a.m.

except Saturday are to be paid a premium of six dollars (\$6.00) per week. Upon their re-assignment to normal schedule within regular store hours the premium of six dollars (\$6.00) is to be withdrawn.

d. No night crew clerk may start before 10:00 p.m. and finish no later than 9:00 a.m. A night crew clerk can work two (2) nights and three (3) days for the premium if it is done on a regularly scheduled basis. This should not be done to avoid paying overtime. There should be no pyramiding of schedules to avoid overtime.

e. No early morning man may start before 5:00 a.m.

7. All work performed after 6:00 p.m. on Saturday except as otherwise provided shall be at the double time rate.

8. All meal periods shall be not less than thirty (30) minutes nor more than one (1) hour.

9. All regular full time employees shall receive two (2) fifteen (15) minute rest periods daily.

Part time employees shall receive one (1) fifteen (15) minute rest period for each scheduled four (4) hours.

10. Part time employees shall receive a guarantee of four (4) hours work for each work day he or she shall be scheduled to work except Friday, when eight (8) hours will be scheduled, provided employee is regularly and continuously available for such work.

11. a. A daily working schedule for each full time employee shall be posted in a conspicuous place on or before Saturday except that the schedule for the night crew and those scheduled off on Saturday shall be posted on Friday of the week preceding the week for which the schedule is effective.

b. A schedule for part-time employees shall be posted in accordance with past practice.

ARTICLE XIV

Miscellaneous Working Conditions

1. All coats and aprons required by the Employer to be worn in the stores and markets shall be furnished and laundered by the Employer.

2. Employee handling cash must have his/her own register till. No such employee shall be responsible for shortages in cash drawer unless he/she has been given the privilege of counting his/her cash and has been given his/her register readings before and after the cash has been counted. Only one such employee shall be empowered to ring up on the cash drawer for which he/she is responsible.

3. All privileges not covered hereby shall continue as heretofore, and shall not be eliminated by virtue of the signing of this Agreement.

4. Time clocks will be provided in all stores of Employer.

ARTICLE XV

Holidays

1. All work performed on the legal holidays listed in paragraph 4 below shall be compensated at time and one-half the employee's straight time hourly rate, in addition to the straight time holiday pay. 149
4

2. Upon the completion of thirty (30) days service with the Employer regular full time employees shall be paid eight (8) hours at the straight time hourly rate if there is no work to be performed on said holidays, provided the employee works on his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted.

3. Two and one-half times the employee's straight time hourly rate will be paid for all work performed on Sundays only when the store is open for business. When store is not open for business, work performed on Sundays shall be compensated at the rate of double time (straight time plus straight time).

4. During the life of this Agreement, the following holidays or the days observed as such shall be celebrated:

New Year's Day
Easter Monday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

5. a. Upon the completion of three (3) months' service with the Employer, regular full time employees shall be

entitled to two (2) personal holidays within each calendar year, which may be taken at any time which is mutually satisfactory to the Employer and the employee. One personal holiday shall be taken in the first six months of the calendar year and the second in the second six months of the calendar year. The personal holiday only shall be restricted to any one of the first three working days of the week, and the selection of the day chosen shall be on the basis of mutual agreement.

b. The second personal holiday referred to above shall be in lieu of the previously granted four hours off during election week; in addition, if the markets are closed for religious observance on Good Friday, the present practice of granting time off will be continued. However, if the stores remain open, employees will not be given time off regardless of past practice.

6. In a week which includes any of these holidays, the work week for full time employees is to be composed of thirty-two (32) hours of work in four (4) days and eight (8) hours of holiday time, for which employees will receive a full week's pay.

7. All work performed by full time employees in a holiday week on days other than the holiday and/or Sunday and which is in excess of thirty-two (32) hours shall be paid for at time and one-half (part timers—twenty-nine (29) hours except for the period June 15th to September 15th—thirty-one (31) hours). All time and one-half shall be computed as one and one-half times the employee's straight time hourly rate. During holiday weeks, part time employees may be scheduled to work five (5) days within the limitation of part time hours.

8. All part time employees upon the completion of sixty (60) days, but less than one (1) year of continuous service, with the Employer shall be paid four (4) hours holiday pay at the straight time hourly rate, provided one of the holidays listed in paragraph 4 above falls on a day he/she would normally be scheduled to work. Part time employees with one (1) or more years of continuous service, regardless of whether they are normally scheduled to work on the day that the holiday falls, shall receive holiday pay of four (4) hours. In either case, the part time employee must work his/her scheduled work day before and his/her sched-

uled work day after such holiday, Sundays excepted, and must work at least one (1) day of the holiday week to qualify. The work schedules shall not be changed to avoid holiday pay.

9. There shall be no pyramiding of overtime or premium pay. Hours worked at premium pay on Sunday and holidays shall not be included in the computation of weekly overtime.

ARTICLE XVI

Vacations

The vacation programs shall be as set forth in Schedule "C", attached hereto and made a part hereof.

ARTICLE XVII

Hiring Employees

1. a. Employer may hire employees for the classifications covered hereunder from any source.

b. Employer agrees that when full time job openings become available, qualified full time and part time employees with individual Employer recall rights shall have first preference.

c. Thereafter, preference shall be given to unemployed full time laid off employees who have at least one (1) year's Council industry experience and the order of preference shall be based upon seniority, and each Employer's required qualifications, within each Local Union's geographical jurisdiction.

d. The parties will, consistent with the above, adopt a referral system whereby the Local Union shall refer full time employees for hire to the Employer, based upon Council industry seniority, and each Employer's required qualifications.

e. The Employer shall have the right to reject persons referred for employment by the Union.

f. Employer seniority shall take precedence over Council industry seniority.

2. The first thirty (30) days' employment service of any employee with each individual Employer shall be considered

a probationary period. Employer may discipline or terminate any employee for any reason whatsoever within the first thirty (30) days of his or her employment and there shall be no right of appeal therefrom.

3. The referral system shall conform with the requirements of the Labor-Management Relations Act of 1947 as amended and referrals shall in no way be based upon membership or non-membership in the Union.

4. All employees hired after ratification of this Agreement shall be given credit for previous similar Council retail food store experience acquired within four (4) years of the time in which application for employment is made, provided this experience is declared at the time application for employment is made.

ARTICLE XVIII

Union Stewards, Enforcement of Standards and Union Store Card

1. The Union will use its best efforts to secure as Stewards a high caliber of employee, who shall be required to conform to the standards and qualifications required by the Union and the Employer.

2. The Stewards of the Union at all times shall be full time employees of the Employer and shall be the last to be laid off in any case, if qualified.

3. The Union shall furnish the Employer with a complete list of the Stewards, which list shall be supplemented from time to time as necessary.

4. The Union shall do everything within its power to enforce the rules and regulations of the Employer and through advice, instruction and example to maintain the highest standard of work.

5. The Union shall furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by the Agreement, to be displayed in the customer area of the premises. Such cards shall remain the property of and shall be surrendered to the Union on demand.

6. The Employer agrees to pay the difference in cost of transportation to employees temporarily transferred from

one store to another when such transfer increases their normal cost of carfare.

7. The Stewards or other individual employees covered hereby shall not be considered agents of the Union for the purpose of calling strikes or slowdowns.

8. Shop Stewards may be transferred only after two (2) weeks' written notice to the Steward and the Union. During the two (2) week period the Employer agrees to meet with the Union to discuss the transfer if deemed necessary by either party. Discriminatory transfers are prohibited.

ARTICLE XIX

Health and Welfare

1. No earlier than May 6, 1966 and no later than October 1, 1966 and for the remainder of this Agreement the Employer will contribute fourteen cents (14¢) per hour on behalf of each regular full time employee with six (6) months continuous active full time service for each hour worked up to a maximum of forty (40) hours, not excluding holidays and vacation periods, into a separate fund called "Retail Clerks Tri-State Health and Welfare Fund". The hourly contribution by the Employer will commence with the first full payroll week following the first of the month after completion of six (6) months of continuous active full time employment with the Employer.

2. Effective the same date, Employer will contribute two cents (2¢) per hour to the fund mentioned above on behalf of each part time employee with six (6) months' service for each part time hour worked, to provide health and welfare benefits for part time employees. The hourly contribution by the Employer will commence with the first full payroll week following the first of the month after completion of six (6) months' continuous active part time employment with the Employer.

3. Effective the same date The Great Atlantic & Pacific Tea Company, Inc. shall contribute an additional one cent (1¢) per hour for full time employees hired prior to April 1, 1957.

4. The Plan shall conform to the legal requirements of the provisions of the law, both State and Federal.

5. The Plan shall include coverage under New Jersey Temporary Disability law.

6. The Health and Welfare Fund and Plan shall be governed by a Board of Trustees consisting of equal numbers to be designated by the present Employer members of Philadelphia Food Store Employers' Labor Council and the Union.

7. The Trustees of the Plan shall work out the benefit program within the money provided on an actuarily sound basis.

8. Until the date mentioned in paragraph 1 above, Acme Markets, Inc., Food Fair Stores, Inc., and The Great Atlantic & Pacific Tea Company, Inc. will continue their present schedule of benefits until the above date at which time said plans will terminate.

9. Effective on the first day of the month following ratification, out-patient diagnostic coverage will be available to all eligible employees and their eligible dependents. This coverage will cover only electro-encephalogram, electrocardiogram, basal metabolism and X-ray examinations. Maximum benefit of seventy-five dollars (\$75.00) per schedule in any twelve (12) month period for any eligible employee and eligible dependent.

10. Effective March 7, 1965 an eligible full time employee who is reduced to part time status shall continue to receive health and welfare benefits for a period of six (6) months following his reduction in status.

ARTICLE XX

Pension Provision

1. The Employer agrees to contribute to the Retail Clerks Tri-State Pension Plan Fund five cents (5¢) per hour worked for each full time employee up to a maximum of forty (40) hours per week during the term of this Agreement. For the purpose of this paragraph, a "full time employee" is defined as an employee who has completed a thirty (30) day probationary period and is regularly and continuously scheduled to work a forty (40) hour week. Paid holidays and paid vacations shall be considered as time worked.

2. It is further understood and agreed that the Pension Plan as adopted shall be considered as Appendix I of the Agreement and Declaration of Trust. Such Plan shall include, among other things:

- a. A Provision that a participant under the Plan who has reached his sixty-fifth (65th) birthday shall be eligible for a monthly pension of \$3.25 for each completed year of credited service, with a maximum of forty (40) years' service.
- b. A provision for early retirement at age fifty-five (55) and fifteen (15) years of credited service—actuarially reduced—shall be provided under the Plan as a substitute for the present early retirement provision.
- c. A provision for a death benefit of \$1,000.00 which shall be the only survivor benefit under the Plan.

3. The industry-wide Pension Plan as adopted must have the continuing approval of the Internal Revenue Service as an exempt Plan.

4. It is agreed that it shall be mandatory that each employee covered by this Agreement shall retire the first day of the month following his or her sixty-fifth (65th) birthday.

5. It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

ARTICLE XXI

No Strikes, No Lockouts

1. The parties agree that there shall be no authorized strikes, stoppages of work, slowdowns, lockouts, or any other interferences of whatsoever nature during the life of this Agreement.

2. Nothing herein contained, however, shall compel any employee to walk through a picket line set up by the Local Unions, parties to this Agreement; Meat Cutters Retail Joint Council of Philadelphia and Vicinity; Philadelphia Teamsters Locals 107, 169, 463; and American Bakery and

Confectionery Workers Local 6; provided said strike has received written approval of the International Unions affiliated with the Local Unions indicated above.

3. In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walkout or strike, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

ARTICLE XXII

Validity

Should any Article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective, or unenforceable, said Article, part or paragraph shall not affect the validity and enforceability of any other Article, part or paragraph hereof, and the remainder of the Agreement shall continue in full force and effect.

ARTICLE XXIII

Duration of Agreement

This Agreement shall be effective from March 7, 1965 and shall continue in full force and effect until July 8, 1967, and shall continue from year to year thereafter unless or until either party serves notice, in writing, at least sixty (60) days prior to the expiration of the original or any subsequent period of a desire to change, modify or terminate this Master Collective Bargaining Agreement. In the event either party serves notice with respect to changes in or modification or termination of the Agreement, it is agreed that the parties shall begin negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date, subject however, to the right of either party to terminate the entire Agreement upon at least seven (7) days' prior written notice to the other party after the expiration date.

Signed this 8th day of April, 1965.

For: PHILADELPHIA
FOOD STORE EM-
PLOYERS' LABOR
COUNCIL

For: DISTRICT COUNCIL
NO. 11
RETAIL CLERKS
INTERNATIONAL
ASSOCIATION

s/BLAYNEY J. BARTON
President

s/JOHN T. HALETSKY
President

s/ROBERT J. MCINTYRE
Secretary-Treasurer

s/NORMAN L. TYRIE
Local 1349

s/D. STIFFLER
Vice President

s/WENDELL W. YOUNG
Local 1357

For: ACME MARKETS,
INC.

s/BLAYNEY J. BARTON

s/WILLIAM SCHLIENGER
Local 1358

s/W. A. CALLEN

s/JOSEPH J. MCCOMB
Local 1360

s/Jos. A. GOULD

s/JOHN J. BRENNAN
Local 1361

s/MAURICE F. DOYLE
Local 1371

s/JOHN T. HALETSKY
Local 1393

For: FOOD FAIR
STORES, INC.

s/J. ARVID JONSSON

s/MORRIS G. MARCUS

s/JOHN D. HELMIG

For: THE GREAT AT-
LANTIC & PACIFIC
TEA COMPANY,
INC.

s/W. T. PRICE

s/J. F. DAILEY

SCHEDULE A

Territory Covered By This Agreement

1. ACME MARKETS, INC.
All territories served by the warehouses in the Company's Philadelphia Division 1, in accordance with past practice.
2. FOOD FAIR STORES, INC.
Stores and markets located within the jurisdictional areas of the Local Unions listed herein.
3. THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.
Stores and markets located in the territories supplied by the Philadelphia Warehouse of the Company.

SCHEDULE B

Wages

INITIAL WAGE INCREASES

All employees covered by this Agreement and currently employed by the Employer at the start of business March 7, 1965 and May 8, 1966, respectively, shall receive the following increases in their basic rates of pay:

	<i>Effective 3/7/65 40 hr. wk.</i>	<i>Effective 5/8/66 40 hr. wk.</i>
Assistant Manager	\$5.00	\$5.00
Produce Department		
Manager	5.00	5.00
Grocery Department		
Manager	5.00	5.00
Asco Service Store		
Manager	5.00	5.00
Full Time Clerks and Checkers	5.00	5.00
Part Time Clerks and Checkers125 per hr.	.125 per hr.

JOB CLASSIFICATIONS AND MINIMUM WAGE SCALES:

	<i>Effective 3/7/65 40 hr. wk.</i>	<i>Effective 5/8/66 40 hr. wk.</i>
Assistant Manager *	\$129.00	\$134.00
Produce Department Manager ..	128.00	133.00
Grocery Department Manager ..	128.00	133.00

* Acme Assistant Managers will continue to receive one dollar more than the Man in Charge of Produce in the market in which the Assistant Manager is employed. A Substitute Assistant Manager will receive the minimum of the wage scale for the Assistant Manager's classification.

ASCO SERVICE STORE MANAGERS (plus 1%)

After 12 months experience....	\$106.00	\$111.00
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ACME PRODUCE MANAGER:

\$1,200.00 or under	\$114.50	\$119.50
1,201.00 to \$1,500.00	116.00	121.00
1,501.00 to 1,800.00	118.50	123.50
1,801.00 to 2,100.00	120.00	125.00
2,101.00 to 2,400.00	121.00	126.00
2,401.00 to 2,700.00	123.00	128.00
2,701.00 to 3,000.00	125.00	130.00
3,001.00 to 3,300.00	127.50	132.50
3,301.00 to 3,600.00	129.50	134.50
3,601.00 to 3,900.00	131.50	136.50
Over 3,900.00	133.50	138.50

The rates currently paid to the Produce Manager and Assistant Manager in Acme shall continue as heretofore subject to the above across-the-board increases.

DAIRY AND HEAD CLERKS

Minimum weekly rates for
continuous active service:

	<i>Effective 3/7/65 40 hr. wk.</i>	<i>Effective 5/8/66 40 hr. wk.</i>
Start	\$ 78.00	\$ 83.00
After 6 months	82.00	86.00

	<i>Effective 3/7/65 40 hr. wk.</i>	<i>Effective 5/8/66 40 hr. wk.</i>
After 12 months	\$88.00	\$92.00
After 18 months	94.00	98.00
After 24 months	105.00	110.00

HEAD CASHIER

Minimum weekly rates for
continuous active service:

Start	\$77.00	\$82.00
After 6 months	81.00	85.00
After 12 months	87.00	91.00
After 18 months	93.00	97.00
After 24 months	104.00	109.00

FULL TIME CLERKS/CHECKERS

Minimum weekly rates for
continuous active service:

Start	\$73.00	\$78.00
After 6 months	77.00	81.00
After 12 months	83.00	87.00
After 18 months	89.00	93.00
After 24 months	100.00	105.00

*PART TIME CLERKS/CHECKERS

Minimum hourly rates for
continuous active service:

	<i>Per hr.</i>	<i>Per hr.</i>
Start	\$1.60	\$1.70
After 6 months	1.70	1.80
After 12 months	2.00	2.10
After 18 months	2.15	2.25
After 24 months	2.45	2.575

- * Part Time employees may be employed a maximum of twenty-nine (29) hours per week except during the period of June 15 to September 15 when they may be employed a maximum of thirty-five (35) hours per week.

Effective the first week after ratification: Time and one-half shall be paid to all part time employees for hours in excess of twenty-nine (29) hours per week except during the period of June 15 to September 15 when they shall receive time

and one-half for hours in excess of thirty-five (35) hours per week; time and one-half shall be paid for work in excess of five (5) days.

<i>Effective</i> 3/7/65 <i>Per hr.</i>	<i>Effective</i> 5/8/66 <i>Per hr.</i>
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****CUSTOMER SERVICE**

ATTENDANTS, PART TIME

After 30 days	\$1.40	\$1.50
After 6 months	1.50	1.60
After 12 months	1.55	1.65

** Customer Service Attendants' duties are strictly limited to the front end of the store and shall include bagging, carrying out orders, handling empty bottles and bottle refunds, picking up carts, cleaning front store area, sidewalks and parking lot, performing parcel pick-up.

These employees are not intended to displace present part time employees; they will get the same fringe benefits as part time employees; they will not, however, get service credit for wage purposes when they move into regular part time jobs.

There shall be a single schedule of rates for this classification and there shall be no across-the-board increases.

HEAD CLERK	\$ 5.00 per week above clerk scale
HEAD DAIRY CLERK	\$ 5.00 per week above clerk scale
HEAD CASHIER	\$ 4.00 per week above clerk scale
MAN IN CHARGE OF NIGHT CREW	\$10.00 per week above clerk scale
NIGHT CREW CLERKS	\$ 6.00 per week above clerk scale

The work week for Acme Markets, Inc. shall run from 12:01 a.m. Saturday to 12:00 midnight Friday.

The work week for Food Fair Stores, Inc. and The Great Atlantic & Pacific Tea Co. shall run from Monday through Saturday.

SCHEDULE C-1
Vacation Plan
Acme Markets, Inc.

The Employer will grant a paid vacation, as set forth under Section A and subject to the conditions under Section B of this Schedule to eligible employees covered by this Agreement.

SECTION A—TYPES OF VACATION GRANTS

<i>Length of Continuous On-the-Job Service</i>	<i>Regular Full Time Employees</i>	<i>Regular Part Time Employees</i>
1. More than three (3) months but less than one (1) year on May 1 of the calendar year.	1/12th of a week's basic straight time wage for each full month's service prior to May 1.	None
2. One (1) year or more but less than three (3) years on May 1 of the calendar year.	One (1) week	The number of weekly hours normally worked.
3. Three (3) years or more but less than eight (8) years on the Saturday nearest September 30 of the calendar year.	Two (2) weeks	Twice the number of weekly hours normally worked.
4. Eight (8) years or more but less than eighteen (18) years on the Saturday nearest September 30 of the calendar year.	Three (3) weeks	Thrice the number of weekly hours normally worked.
5. Eighteen (18) years or more on the Saturday nearest September 30 of the calendar year.	Four (4) weeks	Quadruple the number of weekly hours normally worked.

SECTION B—CONDITIONS

1. For vacation purposes only, a regular full time employee is defined as one who is regularly and continuously scheduled to work at least forty (40) hours a week.

a. For vacation purposes only, a regular part time employee is one who is regularly scheduled to work less than the normal work week (40 hours).

2. The "vacation period" shall be defined as that period beginning May 1 and ending on the Saturday nearest September 30; except that the third and fourth week's vacation will be scheduled by the Employer as business operations permit during the "vacation year", i.e., May 1 through the following April 30.

3. Unused vacation grant may not be carried over to the following vacation year.

4. All vacation pay shall be calculated on the employee's basic straight time hourly rate.

a. If an employee is regularly and continuously scheduled to work on a night shift for which a fixed night differential is paid, such differential shall be part of his basic hourly rate for the purpose of computing vacation pay. Night differential does not include premium overtime rates of pay.

5. Eligible employees who have changed from a part time to a regular full time basis, or vice versa, during the vacation year, will be entitled to a vacation grant consisting of the weekly credits earned for part time work and the monthly credits earned for full time work during such vacation year as described in Section A.

6. The Employer will continue its past practice in relation to the vacation payment of Asco service store managers: that is, the inclusion of weekly sales commissions in the determination of such vacation payment.

7. Vacation selections will be granted on a seniority (length of continuous on-the-job service) basis, so far as possible, preference as to dates being given in the order of length of such service. Vacation schedules must be so arranged as not to interfere with the regular and efficient conduct of the business of the Employer.

8. Unless the business of the Employer directs otherwise, vacation grants up to and including two (2) weeks will be taken in consecutive days within the vacation period.

9. Employees whose allotted vacation period includes a paid holiday will, at the Employer's option, be granted one day's basic straight time wage, or one additional day of vacation, in addition to the vacation grant. Day to be taken must come immediately before or after vacation period.

10. Eligible employees absent from work due to on-the-job (Workmen's Compensation) injury sustained during the vacation year will, nevertheless, be entitled to their vacation grant for that particular vacation year. Eligible employees absent from work due to nonoccupational accident and sickness, for a cumulative period not to exceed six months (6/12) within the vacation year will nevertheless be entitled to their vacation grant for that particular vacation year. In the event of absence in excess of six months, employees will be entitled to 6/12 of the annual vacation grant, plus an additional 1/12 for each full month actively on the job during the vacation year.

11. a. Employees entering the U. S. Armed Forces will be paid their earned pro rata vacation grant through the last day of the month of active employment.

b. Employee veterans who re-enter the Employer's service within the vacation period will be paid the full amount of their vacation grant as of the date of their scheduled vacation.

c. Employee veterans returning after the final day of the vacation period will become eligible for the payment of the full amount of their vacation grant in the next vacation period.

d. Employee on-the-job service interrupted by induction into the U. S. Armed Forces will be considered as continuous in determining the length of continuous on-the-job service required for eligibility for various types of vacation grants.

SCHEDULE C-2

Vacation Plan

Food Fair Stores, Inc.

1. A vacation of one (1) week with pay shall be granted to all regular full time employees with one (1) year continuous service; two (2) weeks vacation with pay will be granted to all regular full time employees with three (3) years continuous service; three (3) weeks vacation with pay shall be granted to all regular full time employees with eight (8) years continuous service; four (4) weeks vacation with pay shall be granted to all regular full time employees with eighteen (18) years continuous service.

2. All full time employees who will have completed eight (8) years continuous full time service, occurring at any time within the calendar year, will be granted three (3) weeks vacation with full pay, two (2) weeks uninterrupted, and one (1) week additional, at a time convenient to both the Company and the employee.

3. All full time employees who will have completed eighteen (18) years continuous full time service, occurring any time within the calendar year, will be granted four (4) weeks vacation with full pay, two (2) weeks uninterrupted and two (2) weeks additional at times convenient to both the Company and the employee.

4. Part time employees shall be granted vacation with pay prorated on the average weekly hours for the year, under the same terms and conditions as set forth for full time employees.

5. The vacation period shall be May 1 to September 30 of each year. All vacations must be taken within the anniversary year and may not be accumulated from year to year.

6. Vacations may be selected by employees on the basis of length of service with the Company, subject to the requirements of the business.

7. In the event the services of an employee are terminated, voluntarily or involuntarily, except for discharge due to intoxication or dishonesty, and before the vacation earned time has been taken, there shall be paid to such employee

wages covering the period of vacation to which he is entitled upon the termination of such service.

8. If one of the holidays specified in Article XV falls within a full time employee's vacation, the employee shall be granted one additional day's paid vacation or an equivalent day's pay of eight (8) hours at his regular straight time hourly rate. This provision shall apply even though the holiday falls on the day of the week which would ordinarily be the day off for the employee.

9. Employee on-the-job service interrupted by induction into the U. S. Armed Forces will be considered as continuous in determining the length of continuous on-the-job service required for eligibility for various types of vacation grants.

SCHEDULE C-3

Vacation Plan

The Great Atlantic & Pacific Tea Company, Inc.

1. All full time employees shall be granted one (1) week's uninterrupted vacation with full pay for one (1) year of continuous full time service and two (2) weeks' uninterrupted vacation with full pay for three (3) years' continuous full time service occurring at any time within the calendar year.

2. All full time employees who will have completed eight (8) years' continuous full time service, occurring at any time within the calendar year will be granted three (3) weeks' vacation with full pay, two (2) weeks uninterrupted and one (1) week additional, at a time convenient to both the Company and the employee.

3. All full time employees who will have completed eighteen (18) years' continuous full time service, occurring at any time within the calendar year, will be granted four (4) weeks' vacation with full pay. Vacation shall consist of two (2) weeks' uninterrupted and two (2) additional weeks at a time convenient to both the Company and the employee.

4. Part time employees shall be granted vacation with pay, prorated on the average weekly hours for the year; under the same terms and conditions as above set forth for full time employees.

5. All vacations must be taken within the calendar year and may not be accumulated from year to year.

6. Vacations may be selected by employees on the basis of length of service with the Company, subject to the requirements of the business.

7. Any employee who works twenty-six (26) weeks or more in his anniversary year and who loses time because of accident or illness shall be entitled to his full vacation.

8. In the event the services of an employee are terminated, voluntarily or involuntarily; except for discharge due to intoxication or dishonesty and except as provided for in paragraph 9 below, there shall be paid to such employee, according to past practice, wages covering the completed

period of vacation, to which he is entitled, upon the termination of such service.

9. a. Any employee with less than one (1) year's service, who is laid off shall retain his time worked as credit to qualify for vacation, providing he retained his seniority as stated in the contract for employees who are laid off and subsequently return to work.

b. An employee having completed one (1) year of service and being laid off shall receive as vacation allowance:

- (1) The full week or weeks' vacation to whichever he is entitled by reason of his completion of the required years of service and,
- (2) One-twelfth (1/12th) of this sum for each month of additional service based on his anniversary date of employment.

10. If one of the specified holidays agreed upon in Article XV, except for the Personal Holiday, shall fall within the period of the full time employee's vacation, said full time employee shall be granted an additional day's vacation, or in lieu thereof the equivalent of one (1) full day's pay of eight (8) hours based upon the full time employee's regular straight time hourly rate. This provision shall apply even though the holiday falls on a day of the work week which would ordinarily be the day off for the full time employee.

11. Employee on-the-job service interrupted by induction into the U. S. Armed Forces will be considered as continuous in determining the length of continuous on-the-job service required for eligibility for various types of vacation grants.

SCHEDULE D-1

Welfare Plan

Acme Markets, Inc.

The Employer will, at its cost, provide eligible employees covered by this Agreement, as set forth in Article XIX, Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident and Sickness Benefits, Supplemental Benefits - Workmen's Compensation, and Hospital, Surgical and Medical Benefits as set forth below and in accordance with Article XIX:

An eligible employee is a regular full time employee who is regularly and continuously scheduled to work more than thirty-two (32) hours each week specifically excluding temporary help hired for peak, seasonal and summer periods, or as set forth below.

Any eligible employee shall be eligible after the completion of six (6) months of continuous active full time employment for Group Life Insurance, Accidental Death and Dismemberment Insurance and Supplemental Benefits-Workmen's Compensation as set forth below.

Eligible full time employees shall be eligible for hospital, medical, surgical benefits as set forth below on the first day of the calendar month following:

- a. The completion of six (6) months of continuous active full time employment, or
- b. A permanent promotion to full time status following twelve months continuous part time service.

Any regular full time or part time employee, upon completion of six (6) months of continuous active employment or as otherwise required by law, shall be eligible for Accident and Sickness Benefits as set forth below.

A. Group Life Insurance: Eligible employees will be covered as follows:

<i>Length of Employment</i>	<i>Amount of Group Life Insurance</i>
6 months but less than 12 months	\$ 500.00
12 months but less than 24 months	1,000.00
24 months but less than 30 months	1,500.00
30 months and over	2,500.00

The Union shall cooperate with the Employer in having the employee properly fill out the required application material.

B. Accidental Death and Dismemberment Insurance: Eligible employees will be covered as follows:

In the event of death as a direct result of accidental injuries as described in the Group Life Insurance Certificate, an additional death benefit equal to the amount of the employee's Group Life Insurance will be paid to his beneficiary. Special benefits will be paid to the employee for loss of eyesight, hands or feet as a direct result of such injuries.

C. Accident and Sickness Benefits: Regular full and part time employees will be covered as follows:

If an employee becomes so disabled as to be unable to work, and a licensed physician certifies to that effect, benefits will be paid during those weeks when wages are lost due to such disability, beginning with the first day of total disability in the case of non-occupational accident and the fourth day in the case of non-occupational sickness. If there are no treatments by the physician within the first seven (7) days of disability, benefits will be payable beginning with the first day of treatment. These benefits will be payable up to a total of twenty-six (26) weeks for any one period of disability.

In the event the employee is eligible for benefits under any applicable law the benefit due under this Agreement shall be the amount, if any, by which the total benefit payable for the entire period of disability under this Agreement shall exceed the total benefits payable for the entire period of disability in accordance with the applicable laws.

In the case of certified maternity disability for which benefits will be payable under this Agreement only to regular full time employees who have completed one (1) year of continuous active employment on a full time basis, benefits will be paid following termination of pregnancy. The maximum maternity disability period is six (6) weeks, for employees having continuous full time employment commencing prior to May 1, 1957. For those employees hired May 1, 1957, or thereafter, and who complete one (1) year of continuous active full time employment, the mater-

nity benefit shall be for a maximum period of three (3) weeks.

<i>Basic Weekly Earnings*</i>	<i>Weekly Benefit</i>
Up to \$30.00	66⅔% of wages (min. \$10.00)
\$30.00 to \$34.99	\$24.00
35.00 to 39.99	27.00
40.00 to 44.99	30.00
45.00 to 49.99	33.00
50.00 to 59.99	36.00
60.00 to 69.99	40.00
70.00 to 79.99	46.00
80.00 to 89.99	53.00
90.00 to 99.99	60.00
100.00 to 104.99	65.00
105.00 and over	70.00

* Basic weekly earnings are defined as straight time pay excluding therefrom overtime pay and any other special compensation.

D. Supplemental Benefits — Workmen's Compensation:
Eligible employees will be covered as follows:

If the amount of payments for compensable lost time under applicable Workmen's Compensation Laws does not equal or exceed the Accident and Sickness Benefits as set forth in Section C above, the Employer shall pay the difference beginning with the first day of accident for the period covered by such payments, but in no event for more than twenty-six (26) weeks.

E. Hospital-Medical-Surgical Benefits (for employees)

Eligible employees will be covered for hospital benefits provided by the Association Hospital Service of Philadelphia under its 70-Day Comprehensive Plan in effect June 1, 1962 and medical-surgical benefits provided by the Medical Service Association of Pennsylvania under its Plan B in effect on June 1, 1962 or comparable coverage.

The Union shall cooperate with the Employer in having the employee properly fill out the required application material.

Maternity benefits for eligible married female employees shall be provided upon the first day of the seventh (7th)

calendar month following acceptable application for maternity benefits.

F. Hospital-Medical-Surgical Benefits (for dependents)

The Employer will furnish non-contributory coverage to all dependents of employees who are themselves eligible for noncontributory coverage. The Employer shall not be obligated to furnish noncontributory coverage until the employee has signed and submitted a properly completed application card. Any change creating additional coverage shall not become effective until the employee has submitted a duly signed Change Form Card to the Employer. This additional coverage shall become effective the first of the month following the month this form is received by the Employer.

The Employer shall post a notice in each store covered by this Agreement calling the attention of the employee to his responsibilities as stated above. Both forms of cards will be made available to the employees.

Dependents are defined as spouse and/or unmarried children under the age of nineteen (19).

The Employer will furnish to eligible dependents hospital benefits provided by The Associated Hospital Service of Philadelphia under its 70-day Comprehensive Plan in effect on June 1, 1962, and surgical-medical benefits provided by the Medical Service Association of Pennsylvania under its Plan B in effect on June 1, 1962, or comparable coverage.

Maternity benefits for dependent wives shall be provided upon the first day of the seventh (7th) calendar month following acceptable application by the employee for maternity benefits.

In the event that any spouse or unmarried child under the age of nineteen would otherwise qualify for dependent coverage, no coverage will be provided to the dependent spouse and/or dependent child or children under the age of nineteen who received comparable Hospital-Medical-Surgical coverage on a non-contributory basis from any other source.

G. Employees who are temporarily laid off shall be covered while so laid off for a period not to exceed thirty (30) days for any single continuous layoff.

All benefits herein provided, except Group Life Insurance, shall, among other causes, terminate upon the happening of any one of the following events:

1. Resignation of the employee
2. The employee's services are terminated, or
3. The employee is transferred to another position not covered by the applicable agreements providing the benefits herein referred to.

Group Life Insurance shall terminate thirty-one (31) days after termination of employment except upon the employee's entry into the U. S. Armed Forces, when the Group Life Insurance shall terminate ninety (90) days after the last day of active employment.

Benefits shall not be paid for injuries or illness caused by illegal acts of the employee.

The Employer shall purchase and maintain policies of insurance, benefit contracts, or self-operated service arrangements necessary to provide the above benefits. Eligibility, benefits, and liability will be determined under the applicable policies, contracts and arrangements.

SCHEDULE D-2

Welfare Plan

Food Fair Stores, Inc.

Insurance and Sickness and Accident Benefit Plan

1. Regular full time employees with six (6) months of continuous full time service will be eligible for Welfare Benefits fully paid for by the Employer as follows:

Life and Death and Dismemberment Coverage

<i>Length of Service</i>	<i>Life Insurance</i>	<i>Accidental Death and Dismemberment</i>
Less than 6 months	None	None
1st day of 7th month until end of 12th month	\$ 500.00	\$ 500.00
1st day of 13th month until end of the 18th month	1,000.00 plus	1,000.00
1st day of the 19th month until the end of the 24th month	1,500.00 plus	1,500.00
1st day of the 25th month and thereafter	2,500.00 plus	2,500.00

Sickness and Accident Weekly Benefits

2. Sickness and Accident Weekly Benefits shall be payable during those weeks when wages are lost for non-occupational accidents beginning with the first day of disability and payable for noncompensable sickness beginning on the fourth day, with a limit of twenty-six (26) weeks for any one disability in accordance with Benefit Schedule which follows: For employees hired before May 1st, 1957, accident and health insurance in pregnancy cases shall not apply unless the employee has been in the employ of the Company for at least twelve (12) months, and then shall be limited to six weeks of benefits. For employees hired subsequent to May 1, 1957, and who have been in the employ of the Company for at least twelve (12) months, accident and health insurance in pregnancy cases shall be limited to three (3) weeks of benefits. In cases of miscarriages or earlier termination of pregnancy, benefit payments shall be limited to actual time lost, or to three or six weeks benefits depending on hiring date as above set forth, whichever is the lesser. Employees who are on a

leave of absence on account of pregnancy must return to their employment within three (3) months after birth or miscarriage.

*For Employees with
Basic Weekly Earnings of:*

Weekly Benefit Shall Be:

Up to 30.00	66 $\frac{2}{3}$ % of base wage (min. \$10.00)
\$ 30.00 to \$ 34.99	\$24.00
35.00 to 39.99	27.00
40.00 to 44.99	30.00
45.00 to 49.99	33.00
50.00 to 59.99	36.00
60.00 to 69.99	40.00
70.00 to 79.99	46.00
80.00 to 89.99	53.00
90.00 to 99.99	60.00
100.00 to 104.99	65.00
105.00 or over	70.00

Supplemental Benefits—Workmen's Compensation

3. When the applicable Workmen's Compensation benefits for compensable lost time are exceeded by the accident and sickness benefits as set forth above, the Company will pay the amount of the excess, beginning with the first day of accident up to a total of twenty-six (26) weeks.

4. Any employee who works twenty-six (26) weeks or more in his anniversary year and who loses time because of accident or illness shall be entitled to his full vacation.

5. The Company will purchase and maintain at its sole expense, the Blue Cross Hospitalization Plan or its equivalent, which provides among other things, seventy (70) days of hospitalization and the Blue Shield Medical Surgical Plan, known as Plan B, or its equivalent, which plans are administered by the Associated Hospital Service of Philadelphia, and the Medical Service Association of Pennsylvania, for all employees employed in stores outside of the State of New Jersey. The said plan shall also provide for the payment of the fee for the administration of anesthesia by other than a paid employee of a hospital not to exceed 20% of the allowable surgical fee for the surgical procedure involved. In any event the maximum fee payable shall not exceed \$60.00. Employees employed in stores in the State of New Jersey, shall be covered by the Hospital Service

Plan of New Jersey (Blue Cross, or its equivalent) and the Medical Surgical Plan of New Jersey (Blue Shield, or its equivalent). Said Blue Cross and Blue Shield Plans are to cover the individual employee, said employee's spouse and all unmarried children under 19 years of age.

All full time employees will be required to have six (6) months full time service immediately after which they shall be covered by the aforementioned Blue Cross and Blue Shield Benefits or their equivalent.

All part time employees who have completed twelve (12) or more months of continuous part time service and are promoted to permanent full time positions will on application be eligible for the aforementioned Hospital-Surgical and Medical Benefits on the first of the month following thereafter.

SCHEDULE D-3

Welfare Provision

The Great Atlantic & Pacific Tea Company, Inc.

Sick Benefit Plan

A. The Employer agrees that for all full time employees on the payroll prior to April 1, 1957, it will continue in effect its Sick Benefit Plan and compensate authorized legitimate absences caused by illness, on the following basis:

*Full Time Employees Whose
Length of Service with the
Employer is as Follows:*

*Shall be Entitled to the
Following Schedule of
Benefits:*

6 months to 1 year's service	1 week at full pay
	2 weeks at half pay
1 year to 2 years' service	2 weeks at full pay
	3 weeks at half pay
2 years to 5 years' service	3 weeks at full pay
	5 weeks at half pay
5 years to 10 years' service	5 weeks at full pay
	7 weeks at half pay
Over 10 years' service	7 weeks at full pay
	9 weeks at half pay

B. For full time employees hired subsequent to April 1, 1957, the same policy shall apply, except that the schedule of payments shall apply after the third day of any illness.

C. Full time employees with six (6) months' or more service, working in stores and markets of the Employer in the State of New Jersey, after termination of their benefits under the above outlined plan, in cases of extended authorized legitimate illness, supported with a physician's certificate, will receive the benefits provided under the New Jersey Temporary Disability Benefits Law up to a maximum of twenty-six (26) weeks under both the Company Plan above and the State Approved Plan.

D. Full time employees, employed in the Employer's stores and markets in the State of New Jersey, with less than six (6) month's Company service, and certain part time employees, will receive only the benefits provided by the State of New Jersey Temporary Disability Benefits Law.

Hospitalization

A. All the provisions contained in the booklet entitled "Comprehensive Blue Cross and Blue Shield Program for Certain Employees of the Great Atlantic and Pacific Tea Company—Philadelphia Unit" are made a part of this Agreement, with the following stipulations:

- (1) The Employer will pay the entire premium of the Hospital-Surgical Plan for a full time employee, said employee's spouse and all unmarried children under nineteen years of age, provided said employee makes application for this coverage.
- (2) All full time employees will be required to have six (6) months' continuous full time service before they become eligible to apply for this Hospital-Surgical Plan.
- (3) Part time employees with twelve or more months of continuous part time service permanently promoted to a full time status shall be eligible to apply for this Hospital-Surgical Plan.

Life Insurance

The Employees' Life Insurance Plan as outlined in the booklet entitled "A & P Life Insurance Plan, for Eligible Employees of the Great Atlantic and Pacific Tea Company, Inc. and Subsidiaries, Reissued October 1, 1960" shall be made a part of this Agreement.

SCHEDULE E

Uniform Rated Job Classifications

- I. The companies agree to the establishment of the following uniform classifications:
 - (a) Assistant Manager or Grocery Department Manager
 - (b) Produce Manager
 - (c) Head Clerk
 - (d) Dairy Head
 - (e) Head Cashier
- II. In stores to a volume of \$19,000.00 there shall be one rated classification.
- III. In stores with a volume of \$19,000.00 to \$25,000.00 —past practice.
- IV. In stores with a volume of \$25,000.00 and over there shall be four rated classifications.
- V. Store volumes to be determined on basis of six (6) consecutive months.
- VI. The Employer shall have completed, no later than six (6) months after the ratification of this Agreement, the appointment of the employees to the classifications required.
- VII. Where by reason of the institution of this program or as a result of the reduction of store volume certain classifications in stores have to be eliminated, the affected employees shall be removed only by attrition.
- VIII. Any store that drops below the stated volume for a period of six (6) consecutive months shall result in the elimination of excessive classifications by attrition.
- IX. Former Cosmetic Department Heads shall become Clerk-Checkers during the term of this Agreement. As Service Departments are converted to Self Service classification, seniority within the Local Union's jurisdiction shall govern. Those demoted after March 6,

1965 shall be protected in rate for a period of nine (9) months from the date of demotion or sooner if a promotional or transfer opportunity is declined. Those demoted prior to March 6, 1965 under the formula agreed upon between Food Fair Stores, Inc. and the Union shall be protected in rate for a period of six (6) months after March 6, 1965.

**PHILADELPHIA FOOD STORES EMPLOYERS' LABOR
COUNCIL**

April 8, 1965

Mr. John T. Haletsky, President
District Council # 11
113 North 8th Street
Reading, Pennsylvania

Dear Mr. Haletsky:

The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an employee to disciplinary action up to and including discharge.

Furthermore all time during which an employee is suffered or permitted to work or is required to be on duty or on the Employer's premises or at a given work place shall be considered hours worked, and recorded on the time cards.

For the first violation of the rules concerning Customer Service Attendants there shall be a warning; for the second violation there shall also be a warning; for the third violation the Customer Service Attendant classification will be eliminated in that store.

Very truly yours,

**PHILADELPHIA FOOD STORE
EMPLOYERS' LABOR COUNCIL**

BLAYNEY J. BARTON

President

ROBERT J. MCINTYRE

Secretary-Treasurer

DARRELL STIFFLER

Vice President

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Budget Bureau No. 44-R003.11
Approval expires March 31, 1967

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, D. C. 20212

April 15, 1966

Mr. Ralph S. Bromer, Assistant
Labor Relations Division
American Stores Company
124 North 15th Street
Philadelphia, Pennsylvania

Dear Mr. Bromer:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

Arthur M. Ross

Arthur M. Ross
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Philadelphia Food Store Employers Labor Council, in Philadelphia Pennsylvania.	Retail Clerks International Association (seven locals) #1349, #1357, #1358, #1360, #1361, #1371, & #1393, District Council #11.	3115 full time 2370 part time 5485

15,000

CW/AL 209

Employment for Am. Stores Only